

**AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND COMPASS GROUP USA, INC  
FOR FOOD SERVICES**

This Amendment to Agreement, dated July 01, 2004, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and COMPASS GROUP USA, INC., by and through its BATEMAN division., a Delaware corporation ("SUPPLIER").

WHEREAS, on July 1, 2004, CITY and SUPPLIER entered into an Agreement whereby SUPPLIER would provide congregate meal service to CITY; and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO AGREEMENT:

Exhibit "A" is hereby deleted and replaced in its entirety with "Exhibit 'A' Revision 1", attached and incorporated by reference.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

CITY OF SUNNYVALE ("CITY")

COMPASS GROUP USA, INC  
by and through its BATEMAN division

By Elaine Wesley

By: Margi Brettler

Name: Elaine Wesley

Name: Margi Brettler

Title: Purchasing officer

Title: Regional Vice President

Date: 10-29-04

Date: 10/21/2004

By \_\_\_\_\_

By Donna Rasmussen

"EXHIBIT 'A' REVISION 1"

FINANCIAL ARRANGEMENTS - PROFIT AND LOSS

I. MANUAL FOOD SERVICES/COST PER MEAL

Bateman will operate its manual food service at the Premises for its own account on a profit or loss basis. Bateman shall bear all losses in the event that receipts from the operation of its Services are less than Bateman's cost of business. Bateman shall be entitled to all profits in the event that the receipts from the operation of its manual food service are greater than Bateman's cost of business.

Bateman shall charge to Client a cost per meal of \$4.00 (excluding tax) and a \$60.00 per day setup labor charge. This cost per meal shall be based on certain assumptions and circumstances existing as of the date of this Agreement, including, but not limited to, the following: 1) Bateman shall serve a minimum of 25 meals per day; and 2) Bateman shall enhance the standard menu to include a salad or dessert or extra vegetable per day. Client may purchase miscellaneous food items from Bateman, and Bateman shall invoice Client for such items. Client shall make payment within thirty (30) days of receipt of an accurate, itemized invoice.

Bateman shall have the option to increase the cost per meal, and shall provide Client written notice of any such increase. Any such rate increase shall not exceed the percentage reflected in the Consumer Price Index – Food Away From Home, as measured for December of the current year. Rate increases shall be negotiated by May 1<sup>st</sup> and shall be implemented by July 1<sup>st</sup>.

II. BATEMAN'S ACCOUNTING TO CLIENT FOR MANUAL FOOD SERVICE

Bateman shall submit to Client within a reasonable time after the end of each accounting period an invoice showing the number of meals served and the total amount due Bateman. Client shall pay said invoice amount to Bateman within thirty (30) days of the date of the invoice.

III. CREDIT TERMS

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Bateman, in its sole discretion, determines that Client's credit has become impaired, Bateman shall have the option of either declining to continue its services hereunder except on a cash-in-advance basis until such time as credit has been re-established to Bateman's satisfaction, or terminating this Agreement immediately without any liability whatsoever to Bateman.

All costs of collection of past-due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.